

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6603

UNLEADED GASOLINE AND DIESEL FUEL

FOR

WASHTENAW COUNTY PARKS AND RECREATION COMMISSION

Prepared By:

Washtenaw County Purchasing
Administration Building
220 N. Main, B-35
Ann Arbor, MI 48104

Crystal A. Wake, C.P.M., CPPB
Senior Buyer
(734) 222-6760





WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL #6603

February 22, 2011

Washtenaw County Purchasing Division on behalf of the Parks and Recreation Commission is issuing a Request for Proposal (RFP) #6603 for the purchase of "Unleaded Gasoline and Diesel Fuel" for various Washtenaw County Parks and Recreation locations.

Sealed Proposals: Vendor will deliver **one (1) original** and **three (3) copies** to the following address:

Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI 48104

By: 4:00 PM on THURSDAY, MARCH 3, 2011

Proposals received after the above-cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

- The envelope must be clearly marked "**SEALED RFP #6603**".
- Please direct purchasing and procedural questions regarding this RFP to Crystal Wake, C.P.M., CPPB at 734-222-6761 or wakec@ewashtenaw.org
- Please direct technical questions regarding this RFP to Ed Holley 734-971-6337, ext. 316 or email at holleye@ewashtenaw.org.

Thank you for your interest.

I. PROPOSAL

- Definitions:**
- “County”** is Washtenaw County in Michigan.
 - “Bidder”** an individual or business submitting a bid to Washtenaw County.
 - “Contractor”** One who contracts to perform services in accordance with a contract.
 - “WCPARC”** Washtenaw County Parks and Recreation Commission.

Purpose of Proposal: Washtenaw County Parks and Recreation Commission have a need to purchase on an as needed basis unleaded gasoline and diesel fuel for various WCPARC locations.

Proposal Terms:

- A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County’s specifications and needs.
- B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP’s may be adjusted to allow for revisions. To be considered, **four (4) copies, one (1) original proposal and three (3) copies** must be at the County Purchasing Division on or before the date and time specified.

RFP # 6603 UNLEADED GASOLINE AND DIESEL FUEL

- F. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
- G. A standard Washtenaw County Service Contract will be executed between Washtenaw County and the awarded vendor.
- H. In the event, the County receives two or more bids from responsive, responsible bidders, on or more of whom are Washtenaw County vendors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive and responsible Washtenaw County vendor. For purposes of this section, Washtenaw County vendor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box is not, in and of itself, sufficient to discretion under this section to determine if a company qualifies as a Washtenaw County vendor and if two of more bids are substantially equal.

II. PROPOSAL SPECIFICATIONS

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- A) Contractor's Qualifications, years in business, experience in providing the level and type of services specified in the proposal.
- B) Bank References with name and phone number of contact person.
- C) At least three (3) current references using similar services listed in the proposal. Include company name, contact name and phone number.

IV. CONTRACT PROVISIONS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Director of Support Services Technology & Operations and/or designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.88 per hour with benefits or \$ 12.76 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2011 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

IV. TERMS AND CONDITIONS

Award:

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See: "Low Bidder" following), quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications and needs.

Low Bidder:

A low bidder will be determined by the response given on the Bid Sheet to the most responsive and responsible bidder.

Term of Bid:

The term is for a one (1) year period, from the date of award, with the option to renew for years two (2) and three (3) as long as the County and Contractor agree.

Delivery:

The supplier will be responsible for delivering on an "AS NEEDED BASIS" to the following locations.

- Independence Lake County Park 3200 Jennings Rd., Webster Township, MI
- Rolling Hills County Park 7660 Stony Creek Rd., Ypsilanti, MI
- Pierce Lake Golf Course 1175 S. Main, Chelsea, MI
- County Farm Park 2210 Platt Rd., Ann Arbor, MI

Vessel sizes are as follows:

Pierce Lake Golf Course

- Gasoline 500 Gallons
- Diesel Fuel 300 Gallons

All Other Locations

- Gasoline 300 Gallons
- Diesel Fuel 150 Gallons

SPECIFICATIONS FOR EQUIPMENT FUEL AND DIESEL

1. Upon request, driver will supply one (1) quart sample of product from delivery truck. If the sample proves contaminated or of poor quality, the vendor will be disqualified as supplier for the remaining term of the contract. The vendor will reimburse WCPARC laboratory testing costs for fuel samples that are rated below specification.
2. The vendor awarded the bid shall be required to test all WCPARC **fuel** storage tanks at least once a year for excess water levels. Excess water levels shall be considered any detected levels one (1) inch or greater. That vendor shall pump off and dispose of those waste contaminants per all Federal, state and local regulations at no cost to WCPARC.
3. The vendor awarded the bid shall treat all WCPARC **diesel** fuel storage tanks once per year with an EPA approved biocide. Treatment dosage shall be at the biocide manufacturer's recommended "maintenance" level, unless testing confirms severe contamination.
4. The vendor awarded the bid shall test all WCPARC **diesel** fuel storage tanks once per year for microbiological contamination. In the event severe microbiological contamination is found, the vendor shall treat the affected tank with an EPA approved biocide per the manufacturer's recommended "shock treatment" dosage.
5. The vendor awarded the bid shall supply a copy of the OPIS rack price report with each billing to provide price verification.

RFP # 6603 UNLEADED GASOLINE AND DIESEL FUEL

BID SHEET

Bidders are required to perform, provide and furnish all of the labor, materials, tools, fees, permits and equipment including transportation services necessary to furnish and deliver into existing approved fuel vessels.

All prices (plus or minus) in dollars relative to rack price.

A copy of the OPIS rack price report must be submitted with each billing for verification of price.

Description	Rack Rate Plus Mark-Up %
Regular No Lead E10 Gasoline (Min. 87 Octane)	\$ _____
#2-D S15 Ultra Low Sulfur Diesel	\$ _____
Location	Delivery Charge (if any)
Independence Lake County Park	\$ _____
Rolling Hills County Park	\$ _____
Pierce Lake Golf Course	\$ _____
County Farm Park	\$ _____
Ordering Format (Telephone, Fax, etc.):	
Delivery turnaround time and schedule:	
Minimum Order (If any)	
Product Return Policy:	
Other Charges:	

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City St. Zip
_____ Telephone #	_____ Fax #
_____ Email Address	_____ PO Email Address
_____ Federal Tax ID #	

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

By checking this box we hereby certify that we are a Washtenaw County company as defined in Section I., H. above. If proven otherwise you may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.